

PUNJAB AGRI EXPORT CORPORATION LIMITED
Plot no. 2A, Sec – 28A, Madhya Marg, Chandigarh

JUICE-CUM-SNACKS BARS- BRIEF POLICY FACTS

1. In order to promote the cultivation of organic foodgrains and fruits & vegetables in the State of Puniab for the benefit of the farmers, the Company is procuring and processing them to manufacture various products. These products are being promoted by setting-up of 'Juice-cum-Snacks Bars' throughout the country.
2. The persons interested in setting-up of 'Juice-cum-Snacks Bars' may identify the suitable location and apply in the Web form and prescribed "Application Form" along with the "Undertaking" at Annexure 'AU' to the Head Office — Punjab Agri Export Corporation Limited, Chandigarh. The interested person has to submit application money, i.e., Rs.3000/- (non-refundable) along with the relevant documents.
3. The Company reserve the right to allot the Juice bar site to interested vendor as per the interested vendor database on first come, first serve basis. Preference will be given to the existing vendor at the time of renewal of the Vendor Agreement, provided the vendor is compliant of the terms condition of the vendor agreement.
4. A letter (valid for 3 months) to the concerned Site allotment authority will be issued by this office, which the interested vendor may follow- up along with the officials of the sales and marketing team.
5. Upon allotment of the site, Punjab Agro will enter into a lease agreement with the Site allotment authority.
6. The interested vendor will deposit the requisite security amount which is refundable without interest and then, enter into a vendor agreement with Punjab Agro. The vendor has to deposit security amount of Rs. 150000/-.
7. The juice-cum-snacks bar kiosk will be constructed and branded and the purchase of visicooler shall be as per the terms and conditions of the "Vendor Agreement"

8. The vendor will have to achieve the annual sales target as specified in the vendor agreement. The vendor will only promote and sell products of “Five Rivers” and is also allowed to sell Verka / MARKFED products at his kiosk. The Juice bar shall be cancelled in case the Vendor fails to achieve the minimum sales target of “Fiver Rivers” products.. However factors like non availability of stock, force majeure, unforeseen circumstances may be considered before cancellation of Juice Bar under this clause.
9. The Agreement shall be renewed after completion of specified period upon fulfilling of prescribed conditions mention at Annexure 'RA' namely “Request form for renewal of juice bar” and also on submission of “Stock and Sales Report” at Annexure ‘A’ alongwith supporting invoices.
10. All financial transactions shall be carried out through authorized bank of PAGREXCO.
11. The Vendor agreement can be cancelled/ terminated on account of violation of any of the terms and conditions agreed to herein.
12. The Board of Directors reserves the right to terminate/ cancel the vendor agreement for any reason whatsoever.

:1:-

Application No.: AF-...../...../.....

Date:.....



**PUNJAB AGRI EXPORT CORPORATION
LIMITED**

2-A, Sector 28-A, Madhya Marg Chandigarh.

APPLICATION FORM FOR VENDOR REGISTRATION

Application Fee Rs. 3000/- (non-refundable) to be deposited in form of cash/DD/bank transfer no. dated

1. (a) Name _____
- (b) S/o, D/o, W/o _____
- (c) Mobile No. _____
- (d) Address _____
- (e) E-Mail ID _____
- (f) Qualification _____
- (g) Aadhar No. _____

Affix passport size photo



(attach self-attested copy)

(h) Address as per Aadhar Card:-----

(i) Whether the Juice Bar site and the address as per aadhar are in same district:-----Yes/ No

2. Present occupation _____
3. Whether the applicant is an Ex-Serviceman/
Riot Victim/ Educated unemployed/SC/BC/
General category/Handicapped/Any other.
(support with relevant documents) _____
4. The applicant is willing to make an investment
as detailed below and agrees to following terms:
 - (a) Security Deposit of Rs.1,50,000 (Refundable)
(Interest free) _____
 - (b) Advance of Rs.1,25,000/- against Stock _____

:-2:-

- (c) Payment of site rent to PAGREXCO
Along with administration charges _____
 - (d) Purchase of equipment
(Juice vending Machine, etc.) _____
 - (e) Payment of machine rent as per actual
(Rs. 500 per month) _____
 - (f) Payment of electricity, water, insurance,
taxes and other statutory charges to the
site allotment authority _____
 - (g) Obtaining of **FSSAI** registration certificate _____
 - (h) Achievement of sales target
as per company policies _____
 - (i) Sale of products allowed by PAGREXCO _____
5. Preference for setting-up of PAGREXCO'S Juice Bar _____
Location & City-(complete details) _____
6. Detail of Juice Bars, if any already in operation _____

This is to certify that the issuance of letter to the Site allotment authority on behalf of this application will be valid for three months. However, the validity period of the application can be further extended by applying for extension before the expiry of first 3 months on deposit of non-refundable fees of Rs. 1000 for a further period of 3 months. However, the issuance of application and application for extension shall be at the sole discretion of PAGREXCO.

Further, I undertake to start operating the Juice-cum-Snack Bar within three months of the allotment of space at above mentioned site. In case, I fail to start operations within 3 months, then my application/request may be considered as cancelled & PAGREXCO may allot the site to any other person.

:-3:-

(In relation to point no. 4(c))-Further, vendor also has to submit annually the administration charges as follows:

S. No.	Amount of rent (per month)	Percentage of Admin Charges
1	UptoRs 5000/-	10%
2	Rs. 5000/- to Rs. 10000/-	7%
3	Above Rs. 10000/-	5%

1. **(In relation to point no. 4(h))** - The Vendor will have to lift the material during the financial year as per target fixed from time to time. The Vendor will be responsible for selling the products on 'First In First Out' basis.

The **Sales target** for the 1st year shall be **Rs. 4,00,000/- per annum**. The annual sales target shall be **increased by 10% (minimum) every year**. The vendor will have to submit sales report & stock purchased report along with copies of bills at the time of review, renewal of lease deed or renewal of vendor agreement.

Date:

(Signature of applicant)

Place:

Name:

Application form of _____ for Juice-cum- snacks bar set up at _____

	Application checked & forwarded by	Recommended by	Approved by
Signature			
Name			
Designation			
Date			

-:4:-
Annexure AU
UNDERTAKING

(To be given along with the Application Form)

I, S/o, D/o, W/o, Resident of
....., Mobile No, Email
ID....., Aadhar No., hereby undertake that:-

1. I am applying for appointment as Vendor for opening and operation of Juice cum Snacks Bar at
2. In case the Juice cum Snacks Bar Site is not allotted within the period of 3(three) months of the submission of any application, then my application/ request may be considered cancelled.
3. I have not been allotted any Juice cum Snacks Bar by PAGREXCO in the past/ I have been allotted Juice cum Snacks Bar by PAGREXCO at -----in the past.
4. I will operate the allotted Juice cum Snacks Bar myself and if required any assistant/ helper, I will intimate PAGREXCO with its complete details viz. (Name, Address, Mobile No., Email ID, Aadhar No.). In case any unauthorized person is found operating the Juice cum Snacks Bar, the Vendorship may be cancelled without any notice.
5. To sign complete documents and bring three Non-judicial papers in my name for Vendor agreement (in duplicate) and undertaking.
6. To deposit advance lease money for three months (applicable for allotment in tender process).
7. The Juice bar shall be cancelled in case the Vendor fails to achieve the minimum sales target as per the terms of this agreement for three consecutive years. However factors like non availability of stock, force majeure, unforeseen circumstances may be considered before cancellation of Juice Bar under this clause.I will take full responsibility and liability for the terms and conditions mentioned in the application form, vendor agreement any other set by Punjab Agro in due course of time.
8. I will abide by all terms & conditions set by the Site allotment Authority and any other statutory authority/ Government body at all times.

9. I certify that I am a resident ofdistrict in which the site is situated and I also certify that I will not sublet the site to anyone.
10. The juice bar security amount of Rs.1,50,000 per site shall be deposited by me with PAGREXCO within 2 weeks of the allocation of the space by the Site allotment authority else PAGREXCO reserves the right to cancel his Vendor ship. The above security amount shall not carry any interest. Thereafter the next interested available vendor shall be eligible for appointment.
11. Other than the security, I will deposit Rs.1,25,000/- as advance against the stock to be lifted in appropriate manner.
12. I also understand that I cannot be allotted more than 2 Juice Bars tin total.

Place: Name of the Vendor:

Date:Signature of the Vendor:

Witness Name & Address:

VENDOR AGREEMENT

THIS AGREEMENT OF VENDOR is made aton this day of
..... 20..... between:

Punjab Agri Export Corporation Limited (PAGREXCO) (called as **PAJL – Punjab Agro Juices Limited** before merger) through its..... having its registered office at Plot No.2-A, Sector 28-A, Madhya Marg, Chandigarh (Herein referred to as “Company” which term shall where the context so admits include its assignees, executors, successors, legal representatives and administrators) of the one part.

AND

_____ (Herein referred to as “Vendor” which term shall where the context so admits include its assignees, executors, successors, legal representatives and administrators) of other part.

WHEREAS the Company has framed a scheme to popularize fruit & vegetable beverages & other products, certified organic foodgrain products, fresh fruit & vegetables, etc. under the brand name “Five Rivers” & other approved brands amongst the general public and for that purpose, proposes to set up ‘Juice-cum-Snack Bar’.

AND WHEREAS the Vendor has offered to market the reconstituted fruit juices, ready to serve drinks, snacks, frozen products, certified organic foodgrain products, fresh fruit & vegetables, etc by installing necessary equipment at his own cost through Juice cum Snack Bar to be operated by the Vendor at _____ and the said offer made by the Vendor has been accepted by the Corporation.

WHEREAS Company and Vendor agree to enter into an agreement to market the products as manufactured/supplied by the Company on the following terms and conditions:-

1. That the Company shall, through its authorized suppliers or any other reliable agent designated by it, (hereinafter called as “the Supplier”) shall supply fruit juices, drink concentrates, snacks, frozen products, certified organic foodgrain products, fresh fruit & vegetables, and all other products manufactured and marketed by Punjab Agro etc. to the Vendor at the market rate prevailing at the time of supply on regular basis to the Vendor.
2. That the price of fruit juices drink concentrates, snacks, and frozen products, certified organic foodgrain products, fresh fruit & vegetables, etc shall be inclusive of taxes.
3. The Vendor Agreement will be concurrent with the tenure of the site allotment agreement (i.e. lease deed) or 3 years whichever is earlier. The Agreement is valid

from to; same shall be extended mutually with the consent of both the parties from time to time and after yearly sales review of the concerned juice bar by the company. Further, the Vendor Agreement shall be reviewed every year for target achievement and other compliances.

4. That the kiosk shall be opened on from _____AM to ____PM on all working days according to the location of the juice bar site.

SECURITY

5. That Vendor shall deposit security (without interest) amounting to Rs.1,50,000/- per site. The security amount shall not carry any interest. The juice bar security amount has to be deposited by the vendor with PAGREXCO within 2 weeks of the allocation of the space by the Site allotment authority else PAGREXCO reserves the right to cancel his Vendorship. Thereafter the next interested available vendor shall be eligible for appointment.
6. That Other than the security, the vendor has to deposit Rs.1,25,000/- as advance against the stock to be lifted in appropriate manner
7. The above security shall be adjusted towards any outstanding rent or utility bill or any other payment outstanding towards the Site allotment Authority or Company at the time of cessation of vendorship and shall be forfeited by the Company in case of violation of any of the terms and conditions of this agreement. However, in case of closure/ surrender with mutual consent, the above security shall be refunded after clearance of pending dues, if any.
8. The Vendor shall also deposit security for machines amounting to Rs. 25,000 (without interest) which is refundable on return of the Machine. However the machine shall be returned in workable condition else the repair charges/ spare parts shall be deducted from the Security amount. The Machines shall be rented at a yearly rent of Rs. 6000/- (i.e., Rs. 500/- per month) inclusive of GST. The yearly rent should be deposited at the time of renewal of vendor agreement. However, the Vendor can buy/ arrange the juice dispensing unit through its own resources also.

RENT & UTILITIES

9. That as per the “LEASE DEED” between the Site Allotment Authority and the Company, the vendor shall be liable to pay the License Fee/ rent, plus Statutory Charges and all other local charges as may be applicable to the site in question by the competent authorities, **to the Company**. The rent is to be mandatorily deposited 10 days before the end of every quarter for the succeeding quarter. In case of default in non-payment of quarterly rent, the company can take action as per company’s policies.

Further, vendor also has to submit annually the administration charges as follows:

S. No.	Amount of rent (per month)	Percentage of Admin Charges on monthly rent
1	Upto Rs 5000/-	10%
2	Rs. 5000/- to Rs. 10000/-	7%
3	Above Rs. 10000/-	5%

The due date of depositing annual administration charges will be as follows:

- (a) In case vendor agreement is for more than 1 year, then due date will be 10 days before the completion of one complete year of vendor agreement.
- (b) In case vendor agreement is for 1 year or less, then administration charges have to be deposited before renewal of vendor agreement
10. In case of any increase in the License Fee/Statutory charges by Site Allotment Authority/Govt., the Vendor shall pay the same from time to time without any default to the company.
11. That it will be the sole responsibility of vendor to apply for electricity and water connection and any other miscellaneous requirements. That the Water & Electricity charges shall also be paid by the vendor as per actual terms and conditions fixed by the Site Allotment Authority to the Site allotment authority. The GST and all other applicable taxes which may be charged/imposed by the State and Central Govt, from time to time shall be paid by the vendor only. All other Fees, Taxes, Charges, etc. as may be imposed shall be paid by the Vendor in advance for each month without any default. On completion of the agreement/resignation/termination, the security of the vendor will be released only after he/she produces “No Due Certificate” from electricity department and other authorities concerned.
12. That as per the Lease Deed, **the Site Allotment authority** shall have the right to recover advance utility payments directly from the Vendor. In case of any delay/default

in monthly payments on the part of the Vendor of the utility payments to the Authority, the said Authority shall issue notice in writing to the Vendor for the clearing of all the outstanding Dues within a reasonable time of 30 days and copy of such Notice be also sent to Company. In case if the Vendor fails to make the payment against the outstanding even after serving the aforesaid notice, the Site Allotment Authority/Company shall have a right to remove the Juice Bar Kiosk of the Vendor from the site with immediate effect and adjust all the outstanding Dues from the Security amount deposited with Site Allotment Authority/Company. The balance amount, after the adjustment of outstanding dues from the Security Amount, shall be refunded to the Vendor by the Site Allotment Authority/Company. In case of any outstanding amount towards the Site Allotment Authority, even after adjusting the security amount, the Company shall reserve its right to recover the same from the Vendor with due course of Law.

13. That In case, the Site Allotment Authority makes Company liable for any recoveries of any outstanding payments/dues of the Vendor towards the said Authority, the same shall be recovered from the Vendor, along with interest, damages and costs of proceedings, if any, after adjusting any such amounts due from the Security amount.

SALES TARGET

14. The Vendor will have to lift the material during the financial year as per target fixed from time to time. The Vendor will be responsible for selling the products on 'First In First Out' basis.

The **Sales target** for the 1st year shall be **Rs. 4,00,000/- per annum**. The annual sales target shall be **increased by 10% (minimum) every year**. The vendor will have to submit sales report & stock purchased report along with copies of bills at the time of review, renewal of lease deed or renewal of vendor agreement.

In case of non compliance in achieving the Sales target or any other provision of the Vendor Agreement (or any modifications thereof), the Vendor shall be given two warnings / notices before terminating the Vendorship.

FSSAI

15. That the Vendor shall obtain **FSSAI registration immediately** on opening of the kiosk/ renewal of the agreement whichever is earlier. The Vendor shall ensure proper

quality of the juice, drink, Snacks as per the standards of FSSAI and that laid down by the Statutory Authorities/Company. Moreover, the kiosk shall be kept open for inspection by the representatives of the Company and the Authorities. As the concentrate is to be reconstituted by adding purified water, the Vendor shall use portable water to make a suitable capacity at the kiosk at his own cost. If at any time, the quality of goods is found below standard, the Company would be at liberty to dispose the stocks of such sub-standard goods and shall be at liberty to terminate the present agreement with immediate effect.

OTHER CONDITIONS FOR VENDORSHIP

16. That the Vendor shall be bound by all the terms and conditions of the “**LEASE DEED**” between Company and the site Allotment Authority, on the basis of which the possession of Juice bar site has been granted to the Company, and also the Terms & Conditions of the “**VENDOR AGREEMENT**” which is renewed from time to time.
17. That the Vendor shall employ adequate staff at his own cost at the kiosk for the sale of products and shall also maintain hygienic standards at the kiosk. The Vendor shall also procure, at his own expense, a refractometer (0° to 32° brix), which shall be kept at the kiosk during all working hours to enable the quality of the juice being dispensed to be checked.
18. That the Vendor agrees to sell the goods as per rates approved by the Company from time to time. However, the price will be fixed keeping in view the interest of the Vendor.
19. That the Vendor shall not sell or in any manner deal in the products other than the products supplied by the Company, i.e., no other juices/ water/ organic products/ competitive product etc to be sold.
20. **That the Company shall bear the cost of visicoolers upto Rs. 25000.** The Vendor shall maintain all the equipment & machine at his own cost and shall be responsible for any loss to the machine.
21. That the risk of unforeseen contingencies such as power cuts, break down of machine, etc. shall be the sole responsibility of the Vendor.

22. That the kiosk cost of upto Rs. 3.25 lacs plus the kiosk branding cost shall be borne by the Company. The kiosk shall be constructed, branded and maintained as per company policies. The architectural design, logo and color scheme and the design/specifications of the said sign/display boards and coloring shall be subject to prior approval and as per the scheme of Company.

Whereas, in case the allotment of juice bars space is through auction process, the vendor will have to deposit security against stock amounting to Rs. 125000/- at the time of submitting application.

23. The Vendor shall not indulge in or carry out any activity other than the one specified above and consequently shall have the sole responsibility in this regard.

24. The Vendor may at its option directly make purchases of the products from the recognized suppliers of Company.

25. The Vendors shall have the exclusive responsibility for any variation/adulteration etc., if found by any Authority, in the products sold by it. The vendor shall not keep/sell any damage or expired stock at the allotted juice bar space. Company shall have no liability or responsibility of any kind whatsoever in this regard.

26. The Vendor shall operate the Juice-cum-Snack Bars himself / herself; if required any assistant/helper, he will intimate PAJL with its complete details viz. (Name, Address, Mobile No., Email ID, Aadhar No.). In case any unauthorized person is found operating the Juice cum Snacks Bar, the vendorship may be cancelled without any notice.

27. The Vendor shall not sublet or surrender the juice bar/site to anybody. In case, the Juice Bar is surrendered by the Vendor then the Security amount shall be forfeited and the Vendor shall not have any right on the kiosk structure.

28. The Juice Bar shall at all times be kept in a neat, clean and hygienic condition. The Company's products shall be displayed prominently.

29. The expired stock/ stale snacks should not be available in the kiosk. The vendor is not allowed to sell competitive products.

TERMINATION

30. The Juice Bar shall be cancelled immediately, if the Vendor does not abide by any of the terms and conditions of this agreement and also including:

- a. The Vendor fails to obtain FSSAI registration immediately on opening of the kiosk/ renewal of the agreement whichever is earlier.
- b. The juice bar shall be cancelled in case the Vendor does not deposit the amount of the **security, rent** and the **miscellaneous fees/charges** inclusive of taxes as directed by the company.
- c. The Juice bar shall be cancelled in case the Vendor fails to achieve the minimum sales target or any other provision of the Vendor Agreement (or any modifications thereof). **The Vendor shall be given two warnings / notices before terminating the Vendorship.** However factors like non availability of stock, force majeure, unforeseen circumstances may be considered before cancellation of Juice Bar under this clause.
- d. The kiosk is not maintained (construction/ branded) as per conditions mentioned in this agreement.
- e. The juice bar is not kept in neat and clean condition or any expired stock is offered for sale.
- f. The vendor agreement can be cancelled /terminated on account of violation of any of the terms and conditions agreed to herein.

In case of termination of the kiosk, the Vendor shall have no right to claim the security deposited and the kiosk structure.

CLOSURE

31. The Juice Bar shall be closed in case the Site allotment Authority refuses to renew the license or imposes such conditions which are unacceptable to the Company after approval of competent authority. No compensation against vacation/termination on this account will be paid to the vendor by the company.
32. Also the Vendor has the right to surrender the juice bar by serving 3 months' notice on the Company. In case the notice period is short than 3 months, the Company has the right to charge rent/ utility expenses and all other expenses for the period (difference between 3 months and the notice period) from the Vendor and even the security will be refunded.

RENEWAL

33. The Vendor shall apply in writing to the Company (in the prescribed format), on quarterly basis before the date of expiry of license deed of Juice Bar for renewal of agreement as per schedule below:

Date of renewal	Last date of application
1st Jan -31st March	15th Dec of previous year
1st Apr-30th June	15th March
1st July- 30th Sep	15th June
1st Oct- 31st Dec	15th Sep

34. The Board of Directors can revise/add/delete/change any of the terms and conditions of this agreement and reserves the right to terminate/cancel the vendor agreement for any reason whatsoever.
35. In the event of any dispute arising out of or in relation to this agreement, it shall be decided by the Arbitrator and the decision of the arbitrator shall be final and binding on both the parties. The Managing Director of Company or any person appointed by him on his behalf will be sole arbitrator. The Arbitration proceedings will be held at Chandigarh.
36. All disputes/ legal proceedings will be subject to Chandigarh jurisdiction.

In witness thereof, the parties above named have executed this Agreement on the date and day mentioned above in presence of Witnesses.

Place: Chandigarh

Date:

COMPANY

Sign

Name

Designation:

Address

.....

COMPANY

VENDOR

Sign

Name

Father's Name:

Address:

.....

VENDOR

Witness No. 1:-

1) Name:
Address:
.....

Witness No. 2:-

2) Name:
Address:

Witness No. 1:

1) Name:
Address:
.....

Witness No. 2:

2) Name:
Address:

Annexure VU
UNDERTAKING

(To be given at Time of Execution of Agreement)

I, _____ do hereby undertake to abide by all the terms and conditions contained in this Agreement and the provisions of Lease Deed executed between the **Punjab Agri Export Corporation Limited** (called as **PAJL** before merger), 2-A, Sector 28-A, Madhya Marg, Chandigarh & Site Allotment Authority in respect of **PAGREXCO's** Juice cum Snack Bar site situated at _____.

The provisions of the Lease Deed executed between PAGREXCO and Site Allotment Authority have been explained clearly to me in great detail and a copy of which has also been supplied to me. As per the provisions of this Agreement and the Lease Deed, I shall also be responsible for the payments of all necessary dues/charges inclusive of applicable taxes to be made to PAGREXCO and the Site Allotment Authority and as well as undertake to abide by all the terms & conditions contained in this Agreement and the Lease Deed executed between the PAGREXCO and Site Allotment Authority. In case of breach of any of the Clauses of this Agreement and/or the Lease Deed executed between PAGREXCO and Site Allotment Authority due to my fault, I shall be liable for all recoveries, forfeiture of Security amounts and for any other appropriate proceedings as per law.

I, further undertake that in the event of default on my part toward the payment of License Fees and other Dues to PAGREXCO or the Site Allotment Authority or any other Statutory authority or any other lapse on my part, I shall indemnify PAGREXCO for any recoveries, legal proceeding, losses, etc. and in cases where any adverse order is passed against PAGREXCO by any Authority or any Court of law.

Further, I undertake that I shall lift the material from PAGREXCO's office or assigned stockiest during working hours from time to time for sale in the proposed Juice cum Snack bar and no other material shall be sold through PAGREXCO outlet, like no other juices/

water/ organic product/ competitive product etc. to be sold at the above site, except as specified in this Agreement.

Place:
 Date:
 Name:
 Signature of the Vendor:.....

Witness:

1. Name & Address:
2. Name & Address:

PUNJAB AGRI EXPORT CORPORATION LIMITED
 Plot No. 2A, Sec – 28A, Madhya Marg, Chandigarh

ANNEXURE 'A'
STOCK AND SALES REPORT
 FOR THE PERIOD _____ to _____

Stock purchased and sales made during the last year

Month	Bill No.	Date	Amount (in Rs.)	Sales (in Rs.)
Grand Total (in Rs.)				

NOTE:

1. If any other Punjab Agro's product is purchased from the company or from the authorized stockiest point, kindly mention the details.

2. Vendor has to submit copy of invoices as supporting proofs.

Signature of the vendor
Dated: